

IN THE HIGH COURT OF JUDICATURE AT PATNA
Criminal Miscellaneous No.17872 of 2018

Arising Out of PS.Case No. -1 Year- 2018 Thana -MAHILA P.S. District- NALANDA
(BIHARSHARIFF)

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Sanjay Kumar, son of Chhote Lal Paswan, resident of village-Chainpur,
P.S.- Bihar, District-Nalanda

.... Petitioner/s

Versus

The State of Bihar

.... Opposite Party/s

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Appearance :

For the Petitioner/s : Mr. Raj Kishor Prasad

For the Opposite Party/s : Mr. Upendra Kumar

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR
JHA

ORAL ORDER

2 10-04-2018

Heard both sides.

The petitioner apprehends his arrest in Mahila P.S.
Case No.1 of 2018 registered under Section 420 of the Indian
Penal Code and 3/4 of the Dowry Prohibition Act.

The informant alleged that he settled marriage of his
daughter, Sweta Kumari with the petitioner, Sanjay Kumar. Ring
Ceremony was performed but thereafter the petitioner and his
parents broke the negotiation on account of demand of additional
dowry.

The learned counsel for the petitioner submits that the
petitioner is bridegroom. He did not receive any farthing from the
parents of bride. Engagement ceremony was held but thereafter on
account of some unavoidable circumstances, negotiation was



broken. The father and mother of the petitioner are alleged to have demanded additional dowry but they have been granted anticipatory bail by a co-ordinate Bench of this court. The petitioner is in service.

On the other hand, learned A.P.P. as well as learned counsel for the informant submits that the informant has got C.D. of the entire ceremony. The informant sold his lands to meet the demand and expenses of marriage of his daughter. The informant paid Rs.10 lacs and many other articles but the petitioner and his parents demanded more and more dowry and settled his marriage with the daughter of Jaipal Paswan after getting Rs.14 lacs as dowry.

Having considered the facts and nature of allegation made against the petitioner and the fact that the petitioner is bridegroom who after performance of engagement broke the engagement on account of non-fulfillment of demand of dowry, I am not inclined to enlarge the petitioner on anticipatory bail. Accordingly, the same is rejected.

(Prabhat Kumar Jha, J)

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